

AG Contract No. KR99 0152TRN
ADOT ECS File No. JPA 99-13
Project: US-93
TRACS No: H4686 01C
Section: Curb, Gutter and Sidewalks

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF WICKENBURG

THIS AGREEMENT is entered into 15 April, 1999,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between
the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION
(the "State") and the TOWN OF WICKENBURG, acting by and through its MAYOR and TOWN
COUNCIL (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 11-952 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

3. Incident to a highway improvement project on US-93 from Wickenburg Way (MP 199.67) to the northern town limits (MP 198.52), contemplated by the State in the Town, to include minor curb, gutter and sidewalk improvements, at an estimated cost of \$400,000.00, all at State expense, the State and the Town have agreed that upon completion of the project the State will abandon maintenance responsibility and jurisdiction for the curb, gutter and sidewalks from MP 198.52 to MP 199.67 to the Town.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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NO. 23/53
Filed with the Secretary of State
Date Filed: 04/15/99

Betty Gayless
Secretary of State

By Wick V. Greenwood

II. SCOPE

1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for the US-93 curb, gutter and sidewalk improvement project, suitable for construction bidding and construction. Incorporate or resolve Town review comments.

c. Call for bids and award one or more construction contracts for the project. Administer same and make all payments to the contractor. Be responsible for any contractor claims for extra compensation due to delays or whatever reason.

d. Upon completion, approve and accept the project improvements as complete.

e. Upon completion of the project improvements, and upon approval of and by resolution of the Transportation Board, transfer maintenance responsibility and jurisdiction for US-93 curb, gutter and sidewalks from Wickenburg Way (MP 199.67) to the northern town limits (MP 198.52), to the Town.

2. The Town will:

a. Review the design documents and provide comments.

b. Upon approval of and by resolution of the Town Council, accept maintenance responsibility and jurisdiction for US-93 curb, gutter and sidewalks from Wickenburg Way (MP 199.67) to the northern town limits (MP 198.52).

c. If applicable, waive the requirements of Arizona Revised Statutes Section 28-7209 (formerly ARS 28-106).

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said improvements and transfer; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of performance under this agreement, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Town of Wickenburg
Town Manager
155 N. Tegner, Suite A
Wickenburg, AZ 85390

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF WICKENBURG

STATE OF ARIZONA
Department of Transportation

By 
DALLAS C. GANT, JR.
Mayor

By 
WILLIAM J. HIGGINS
Deputy State Engineer

ATTEST

By 
LORI BISTODEAU
Town Clerk

RESOLUTION

BE IT RESOLVED on this 9th day of February 1999, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Town of Wickenburg for the purpose of defining responsibilities for constructing improvements to SR-93 and the transfer of maintenance for curb, gutter and sidewalk to the Town upon completion.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

Deibel stated that this is a fairly significant item and questioned why it is not indicated either on the agenda or in the packet. Mr. Stricklin stated that it is discussed in his staff report in the packet.

Following brief discussion, VICE MAYOR ROBERTS MOVED THAT THE PUBLIC HEARING AND ORDINANCE BE CONTINUED TO THE MARCH 1, 1999, COUNCIL MEETING. COUNCILMEMBER MCDERMOTT SECONDED THE MOTION AND IT PASSED UNANIMOUSLY.

2. Discussion/Action On Cost-Sharing Proposal Submitted By Arizona Department Of Transportation For Streetscape Improvements On North Tegner Street In Connection With Sols Wash Bridge Improvements

Town Manager Carpenter stated that action on this portion of the project was tabled by Council at their February 1st meeting to enable Staff to resolve the costs. Mr. Carpenter stated those issues have been resolved and the Town will need to contribute about \$10,000 to assist with the project. Mr. Carpenter reminded Council that ADOT is prohibited from expending their funds for removal of old sidewalk and therefore, the Town is being asked to assist – the decorative colored sidewalk & pavers will be paid for out of enhancement funds by ADOT.

Councilmember McDermott questioned the electrical cost. Mr. Foster stated that at the last meeting, we agreed to a price not to exceed \$20,000; however, he has still not heard the final figure as of this date as data is still being gathered from APS & the contractor. Mr. Foster stated that the estimate for the sidewalk is \$7,025. However, if it turns out to be thicker than 4", it will be harder to remove and there will be more material to haul off and therefore, the cost will go up slightly. The new sidewalk will go from where it exists at Yavapai, north to the other side of Sols Wash Bridge.

COUNCILMEMBER BADOWSKI MOVED TO APPROVE AN AMOUNT NOT TO EXCEED \$10,000 AS THE TOWN'S MATCHING SHARE OF STREETSCAPE ENHANCEMENTS ON NORTH TEGNER FROM YAVAPAI TO THE NORTH END OF SOLS WASH BRIDGE (FROM HURF FUNDS). COUNCILMEMBER BIGLER SECONDED THE MOTION AND IT PASSED UNANIMOUSLY.

3. Discussion/Action On Approval Of Intergovernmental Agreement With ADOT For Maintenance Of Sidewalks On North Tegner Street

Mr. Foster of ADOT indicated that this IGA would cover the sidewalks on all of Highway 93 within the Town of Wickenburg. Mr. Foster stated that as an alternative, and in relation to Vice Mayor Roberts' question in regard to placing signs on ADOT rights-of-way, ADOT could possibly abandon the sidewalk area to the Town and all ADOT would retain is the right to provide necessary signage for guidance and safety issues. This latter suggestion would give the Town control of the right-of-way from the curb & gutter on out. Mr. Foster stated that he would need some direction from Council on whether he should go forward on that suggestion. Mayor Gant questioned Public Works Director Willis what extra maintenance he would pick up by doing this. Mr. Willis responded that it would add to their maintenance responsibilities very little if any. Councilmember McDermott supported this concept and also MOVED THAT THE INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR

MAINTENANCE OF NORTH TEGNER STREET SIDEWALKS, BE APPROVED. VICE MAYOR ROBERTS SECONDED THE MOTION. Mr. Foster commented and requested another motion to go forward with the abandonment.

TOWN ATTORNEY KELLY SCHWAB ADVISED COUNCIL THAT ACTION ON THE SIDEWALK ABANDONMENT SHOULD BE DEFERRED TO A FUTURE AGENDA AS IT IS NOT ON TONIGHT'S AGENDA.

THE MOTION PASSED UNANIMOUSLY. IT WAS COUNCIL'S CONSENSUS TO DIRECT STAFF TO PLACE THE SIDEWALK ABANDONMENT ON THE NEXT, OR FUTURE, AGENDA.

4. Discussion/Action On Approval Of Contract With Yost & Gardner Engineers For Engineering Services For Community Center Paving & Landscaping Improvements

Community Services Director Shaughnessy indicated that approximately \$200,000 is budgeted for paving improvements and some landscaping improvements at the Community Center. For the engineering, a proposed contract has been received from Yost and Gardner Engineers, who are very familiar with the Community Center and the needs involved in the project including the possible future expansion with adjoining land. They would also lend assistance with landscaping in the curb & gutter type areas. Including inspections, but not including irrigation which was not included at his request, the contract amount would be \$9,500. Discussion ensued on issues such as blue-topping, need for inspection services, budget, area to be paved (flexible at this time -- \$100,000 for existing area; amount over to cover expansion of the parking area if able), etc., after which, VICE MAYOR ROBERTS MOVED THAT THE CONTRACT WITH YOST & GARDNER ENGINEERS IN THE AMOUNT OF \$9,500 IN CONNECTION WITH THE COMMUNITY CENTER PARKING LOT PAVING PROJECT BE APPROVED. COUNCILMEMBER JOHNSON SECONDED THE MOTION AND IT PASSED UNANIMOUSLY.

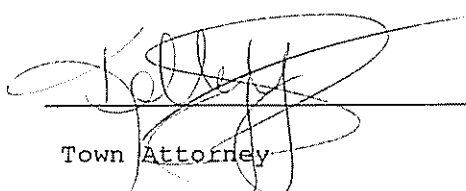
5. Discussion/Action On Approval Of Advancement Of Funds Contract With the Bureau Of Reclamation

Town Manager Carpenter stated that at a receiver of power from the Parker-Davis Dams, the Town of Wickenburg is a part of retailers participating in the operation and maintenance of these generation facilities. Congress recently changed the rules to require the dams begin collecting payments up-front for the operation and maintenance expenses. Michael Curtis has reviewed the contract and he is recommending approval. Mr. Carpenter stated that this basically requires the Town to pre-pay on a monthly basis rather than after each month. Mr. Candelaria stated that this is about 1/10 of the cost of alternative power in the market. Various questions were posed by Council which were answered by either Staff or the Attorney. Councilmember Deibel questioned if the Town has an existing contract, why are the rules being changed in mid-stream rather than at the expiration of the current contract. Mr. Candelaria stated that the existing contract is for the purchase of power; this new contract is basically HOW we pay for it which is open to negotiations. Mr. Candelaria stated that this new contract will not change the amount we pay, but rather just require that we pre-pay the amount. Councilmember Deibel questioned why we don't have the ability to continue to pay in the manner stated under the current contract. Councilmember Badowski stated that this

APPROVAL OF THE WICKENBURG TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF WICKENBURG and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 16th day of February, 1999.



Town Attorney



JANET NAPOLITANO
ATTORNEY GENERAL

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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR99-0152TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED April 8, 1999.

JANET NAPOLITANO
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/20079

Enc.